

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Woodstream Corporation		05/21/2007	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Allied Capital Corporation
Street Address:	1919 Pennsylvania, NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1232496	OUT O'SIGHT
Registration Number:	2809905	VICTOR
Registration Number:	3008321	M MOSQUITO MAGNET
Registration Number:	3008322	M MOSQUITO MAGNET
Registration Number:	3128984	CLEARVIEW FEEDER
Registration Number:	3193093	VICTOR
Registration Number:	3193095	V
Serial Number:	78431472	SIP & SEED
Serial Number:	78813724	VICTOR
Serial Number:	78814141	W WOODSTREAM
Serial Number:	78814238	WOODSTREAM
Serial Number:	77019684	VICTOR FAST-KILL
Serial Number:	77019707	FAST-KILL
Serial Number:	77047065	GARDENER'S BLUE RIBBON

OP \$415.00 1232496

Serial Number:	77103583	HAPPY ROOTS
Serial Number:	77161646	DEFENCE BY HAVAHART CARING CONTROL FOR PETS AND WILDLIFE

**CORRESPONDENCE DATA**

Fax Number: (202)223-2085  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202 861 3900  
Email: dctrademarks@dlapiper.com  
Correspondent Name: Thomas E. Zutic  
Address Line 1: 1200 Nineteenth Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	17295-92
NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	05/22/2007

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2007, is between **WOODSTREAM CORPORATION**, a Pennsylvania corporation (the "Grantor") and **ALLIED CAPITAL CORPORATION**, a Maryland corporation (together with its successors and assigns, the "Grantee")

### RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

B. Reference is made to that certain Amended and Restated Second Lien Note Loan Agreement dated as of August 19, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among BMP/Woodstream Holdings, Inc., a Delaware corporation, Grantor as successor by merger to WS Acquisition Corp., and Grantee, pursuant to which Grantee has loaned the aggregate principal sum of \$17,300,000 to Grantor in exchange for the Second Lien Notes (as defined therein); and

C. Grantor will receive substantial direct benefits from the loans made to the Grantor and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement dated as of February 11, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the "Security Agreement"), among Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as such term is defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of

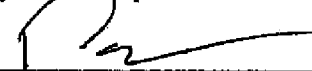
any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**WOODSTREAM CORPORATION,**  
a Pennsylvania corporation

By:   
Name: Peter W. Klein  
Title: Vice President

Acknowledged:

**ALLIED CAPITAL CORPORATION**  
a Maryland corporation

By:   
Name: Benton Cummings  
Title: Managing Director

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States:	OUT O'SIGHT	1,232,496	3/29/1983
	VICTOR	2,809,905	2/3/2004
	M MOSQUITO MAGNET (Stylized)	3,008,321	10/25/2005
	M MOSQUITO MAGNET (Stylized)	3,008,322	10/25/2005
	CLEARVIEW FEEDER (Stylized)	3,128,984	8/15/2006
	VICTOR (Stylized)	3,193,093	1/2/2007
	V (Stylized)	3,193,095	1/2/2007

**U.S. TRADEMARK APPLICATIONS**

<u>Country</u>	<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
United States:	SIP & SEED & Design	78/431,472	6/8/2004
	VICTOR & Design	78/813,724	2/13/2006
	W WOODSTREAM (Stylized)	78/814,141	2/14/2006
	WOODSTREAM	78/814,238	2/14/2006
	VICTOR FAST-KILL	77/019,684	10/12/2006
	FAST-KILL	77/019,707	10/12/2006
	GARDENER'S BLUE RIBBON & Design	77/047,065	11/17/2006
	HAPPY ROOTS	77/103,583	2/9/2007
	DEFENCE BY HAVAHART CARING CONTROL FOR PETS AND WILDLIFE & Design	77/161,646	4/20/2007